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April 10, 2008

**Low-Income Energy ASSISTANCE Grant(s)**

The Michigan Public Service Commission (Commission) invites proposals to provide both energy assistance to low-income customers confronted with energy shut-off, as well as preventative programs to reduce the number of customers experiencing energy shut-off. Only nonprofit and public organizations are eligible to submit proposals. One or more grants will be awarded. Grants will be funded by the Low-Income and Energy Efficiency Fund. The total amount available for low-income energy assistance grants is \$55 million. **The distribution of monies from this fund is contingent on the passage of, and will be consistent with, the 2009 appropriations bill.** Proposals may be for a portion of the available funds or for the entire amount. It is anticipated the grant(s) will be awarded in a Commission Order in June 2008, and the grant period is expected to begin October 2008 and end July 31, 2009.

Attached you will find the Request for Proposal (RFP). The RFP provides sufficient information to enable your organization to prepare and submit a proposal, budget, budget narrative, and timeline.

**INQUIRY DEADLINE**

Inquiries must be received no later than 5:00 p.m., Friday, April 25, 2008. Inquiries may be faxed to Lois Gruesbeck at (517) 335-8500 or may be made in writing to:

Lois Gruesbeck, Grant Administrator  
Michigan Public Service Commission  
Motor Carrier, Energy Grants & Information Division  
6545 Mercantile Way  
Lansing, MI 48911

All inquiries should reference the Low-Income Energy Assistance Grant, Case No. U-13129. Inquiries will be answered on the Commission's website at [www.michigan.gov/lieefund](http://www.michigan.gov/lieefund). The link can be found under "Questions & Answers."

**PROPOSAL DEADLINE**

Proposals must reference Case No. U-13129. One original proposal with signature and 10 additional copies of same must be received at the Commission office no later than **5:00 p.m., Thursday, May 1, 2008**. Mail or deliver proposals to:

Lois Gruesbeck, Grant Administrator  
Michigan Public Service Commission  
Motor Carrier, Energy Grants & Information Division  
6545 Mercantile Way  
Lansing, MI 48911

# **LOW-INCOME ENERGY ASSISTANCE GRANT REQUEST FOR PROPOSAL**

## **PART I**

### **GRANT INFORMATION** *(PLEASE RETAIN FOR FUTURE REFERENCE)*

#### **I-A Statement of Purpose**

The purpose of this Request for Proposal (RFP) is to obtain proposals to provide both energy assistance to low-income customers confronted with energy shut-off, as well as preventative programs to reduce the number of customers experiencing energy shut-off. This RFP invites proposals from nonprofit and public organizations. Organizations selected for funding will receive a Low-Income Energy Assistance Grant (LIEAG). The funding source for this grant is the Low-Income and Energy Efficiency Fund (LIEEF). The Michigan Public Service Commission (Commission) is the administrator of the LIEEF.

It is anticipated the grant(s) will be awarded in a Commission Order in June 2008, and the grant period is expected to begin October 2008 and end July 31, 2009. The grant(s) awarded from this solicitation will support actual expenditures incurred throughout the grant period and are supported with source documentation, further defined in Part II, Section II-G, Accounting. This RFP provides interested parties with sufficient information to enable them to prepare and submit a proposal, budget, budget narrative, and a timeline.

#### **I-B Eligibility Requirements**

To be eligible to receive a LIEAG, the applicant must meet the following eligibility requirements:

- (a) The applicant must be a nonprofit or public organization offering service to low-income residents in Michigan. A public organization is considered to be a governmental agency.
- (b) The funds requested must supplement, not substitute for, existing funding.
- (c) The applicant must submit one signed original proposal and 10 copies of same by the time and date specified in the cover letter.
- (d) The proposal must be prepared using the format specified in Part V, Information Required from Applicants.

Preference in awarding the grant(s) will be given to organizations (also refer to Part V, Section V-F, Prior Experience Disclosure):

- (a) with a proven record in distributing energy assistance to low-income residents;

- (b) with an existing administrative structure to handle additional distribution activities;
- (c) able to coordinate the provisions of energy assistance with other service providers;
- (d) serving multiple counties or population of at least 500,000 people; and
- (e) with low administrative and overhead costs.

### **I-C Issuing Office and Funding Source**

This RFP is issued by the Michigan Public Service Commission (Issuing Office), Department of Labor & Economic Growth. The Commission is the point of contact in the State for this RFP for purposes of grant administration. The contact person at the Commission is Lois Gruesbeck, Grant Administrator, Michigan Public Service Commission, Motor Carrier, Energy Grants & Information Division, 6545 Mercantile Way, Lansing, MI 48911.

On February 20, 2004, the Commission in its Order in Case No. U-13808 granting interim rate relief, rolled securitization savings into base rates for Detroit Edison's electric customers and continued funding of the LIEEF as part of the utility's cost of service. The mechanism was set to generate \$39,858,000 annually. The Commission in its final Order in Case No. U-13808 issued on November 23, 2004, reaffirmed the \$39.8 million of annual funding. Detroit Edison's remittance, which occurs on a monthly basis, is \$39.8 million annually. On December 22, 2005, the Commission in its Order in Case No. U-14347 authorized Consumers Energy to fund \$26,536,000 for the LIEEF from its electric customers. Currently Consumers Energy's remittance totals \$26.536 million annually. On November 21, 2006, the Commission in its Order in Case No. U-14547 authorized Consumers Energy to fund \$17,427,000 annually, for the LIEEF from its natural gas customers.

### **I-D Grant Award**

Grant award negotiations will be undertaken with the applicant(s) whose proposal shows the organization to be responsible, highly qualified, and capable of performing the project within the established timeline. It is expected that one or more grants will be awarded. The total amount available for these grants is \$55 million.

The grant(s) that may be entered into will be that which is most advantageous to the State, utilizing the selection criteria provided in Part VI.

### **I-E Rejection of Proposals**

The State reserves the right to reject any and all proposals received as a result of this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the State. This RFP is made for information or planning purposes only. The

State does not intend to award a grant solely on the basis of any response made to this request or otherwise pay for the information solicited or obtained.

#### **I-F Incurring Costs**

The State of Michigan is not liable for any cost incurred by an applicant prior to issuance of a Grant Agreement.

#### **I-G Pre-Proposal Conference**

No pre-proposal conference will be held for this RFP. Inquiries should be submitted as outlined in Part I, Section I-H, Inquiries.

#### **I-H Inquiries**

Questions that arise as a result of this RFP must be submitted in writing to the Issuing Office either by mail or fax by the date and time specified in the cover letter.

#### **I-I Changes to the RFP**

Written answers to questions that change or substantially clarify the RFP will be provided to all prospective applicants on the Commission's website at [www.michigan.gov/lieefund](http://www.michigan.gov/lieefund).

#### **I-J Response Date**

To be considered, proposals must be received in the Issuing Office by the date and time specified in the cover letter. Fax proposals will not be accepted. Proposals hand delivered to the Issuing Office shall be accompanied with a pre-printed receipt, provided by the applicant, indicating proposals were "Hand Delivered."

#### **I-K Proposals**

To be considered, applicants must submit a complete response to this RFP, using the format specified in Part V, Information Required from Applicants. One original proposal with a signature and 10 copies of same shall be submitted to the Issuing Office. Proposals must be signed by an official authorized to bind the applicant to its provisions and to the provisions of this RFP. For this RFP, the proposal must remain valid for at least 240 days.

## **I-L Acceptance of Proposal Content**

The contents of this RFP and the proposal of the selected applicant may become grant obligations if a grant award ensues. Failure of the selected applicant to accept these obligations may result in cancellation of the award.

## **I-M Economy of Preparation**

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the applicant's ability to meet the requirements of the RFP using the format provided in Part V, Information Required from Applicants. Proposals may be binder clipped. Staples, fancy bindings, colored displays, promotional materials, and so forth, are not desired. Emphasis should be on completeness and clarity of content.

## **I-N Oral Presentation**

Applicants may be required to make an oral presentation of their proposal to the State. These presentations provide opportunity for the applicant to clarify the proposal to ensure mutual understanding. The Issuing Office will schedule these presentations if deemed necessary.

## **I-O Prime Applicant Responsibilities**

The selected applicant(s) will be required to assume responsibility for all services offered in their proposal whether or not they possess them within their organization. Further, the State will consider the selected applicant(s) to be the sole point of contact with regard to grant matters, including payment of any and all charges resulting from the grant.

## **I-P Grant Payment Schedule**

Payment for any grant entered into as a result of this RFP will be made according to the following:

An initial advance of 50% of the total grant payment will be made to the grantee(s) in October 2008, an additional advance of 25% will be provided in mid-December 2008 and again in mid-March 2009.

Grantees will be required to provide progress reports and a final report, along with financial status reports with source documentation, to indicate the amount of funds expended in each line item category of the budget. At the close of the grant period a final report and financial status report with source documentation is required by August 15, 2009. For further details and due dates see Part IV, Section IV-B, Monitoring and Reporting Program Performance. At the end of the term of the grant all unexpended grant funds must be returned to the State.

Failure to do so may render the grantee ineligible for any future grant awards that may be available from the Low-Income and Energy Efficiency Fund.

Public Act 279 of 1984, MCL 17.52, states that the State shall take all steps necessary to assure that payment for goods or services is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

#### **I-Q News Releases**

News releases pertaining to this RFP or the service, study or project to which it relates shall not be made without prior State approval and coordination with the Michigan Public Service Commission.

#### **I-R Disclosure of Proposal Contents**

The information in all proposals and any grant resulting from the RFP are subject to disclosure under the Michigan Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231, et seq.

#### **I-S Copyrighted Materials**

The selected applicant(s) shall agree to grant to the State a nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of all copyrightable material developed as a result of the project.

#### **I-T Multiple Proposals from One Bidder not Allowed**

Applicants shall submit a single proposal only. Within the single proposal the applicant may identify options, including solicited and unsolicited products, services, and features that the applicant believes may enhance or supplement its proposal.

#### **I-U Electronic Payment**

Electronic transfer of funds is mandatory for State of Michigan vendors. The selected applicant(s) is required to register with the State at [www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us). Public Act 533 of 2004, MCL 18.1283a, requires all payments be transitioned over to EFT by October 2005.

## PART II

### GENERAL PROVISIONS

#### **II-A Project Changes**

The selected applicant(s) *must* obtain prior written approval for major project changes from the Grant Administrator.

#### **II-B Record Retention**

The selected applicant(s) shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of seven (7) years or greater as provided by law following the creation of the records or documents.

#### **II-C Program Income**

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the grantor. All other program income shall either be added to the program budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

#### **II-D Share-in-savings**

The grantor expects to share in any cost savings realized by the selected applicant(s). Therefore, final grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

#### **II-E Order of Spending**

Unless otherwise required, the grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. The selected applicant(s) are responsible for securing any required matching funds from sources other than the State.

#### **II-F Purchase of Equipment**

The purchase of equipment not specifically listed in the budget must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the selected applicant(s) unless otherwise specified at the time of approval.

## **II-G Accounting**

The selected applicant(s) shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The selected applicant(s)' overall financial management system must ensure effective control over and accountability for all funds received. At the discretion of the Commission, accounting records must be supported by source documentation including, but not limited to, invoices, receipts, time sheets, computer printout of accounts, balance sheets, general ledgers, check registers or copies, etc. The expenditure of state funds shall be **incurred within the grant period** and reported by line item and compared to the budget.

## **II-H Audit**

The selected applicant(s) agrees that the State may, upon 24-hour notice, perform an audit and/or monitoring review at applicant's location(s) to determine if the selected applicant(s) is complying with the requirements of the Grant Agreement. The selected applicant agrees to cooperate with the State during the audit and/or monitoring review and produce all records and documentation that verifies compliance with the Grant Agreement requirements. The grantor may require the completion of an audit before final payment.

If the selected applicant(s) is a governmental or nonprofit organization and expends the minimum level specified in OMB Circular A-133 (\$500,000 as of June 27, 2003) or more in total federal funds in its fiscal year, then the selected applicant(s) is required to submit a Single Audit report to all agencies that provided federal funds to the entity during the fiscal year being audited.

If the selected applicant(s) is a commercial or for profit organization which is a recipient of Workforce Investment Act Title I funds and expends more than the minimum level specified in Office of Management and Budget (OMB) Circular A-133 (\$500,000 as of June 27, 2003), then the selected applicant(s) must have either an organization-wide audit conducted in accordance with A-133 or a program specific financial and compliance audit conducted. Section .320(a) of OMB Circular A-133 states the Single Audit report must be submitted to the grantor within thirty (30) days after the completion of the audit, but no later than nine (9) months after the end of the selected applicant's fiscal year.

## **II-I Competitive Bidding**

The selected applicant(s) agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the selected applicant(s) agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.



## **II-J Liability**

The State is not liable for any costs incurred by the selected applicant(s) before the start date or after the end date of the Grant Agreement. Liability of the State is limited to the terms and conditions of the Grant Agreement and the grant amount.

## **II-K Intellectual Property**

Unless otherwise required by law, all intellectual property developed using funds from the Grant Agreement, including copyright, patent, trademark and trade secret, shall belong to the selected applicant(s).

## **II-L Safety**

The selected applicant(s), all contractors, and subcontractors are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The selected applicant(s), contractors, and every subcontractor are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of the Grant Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The selected applicant(s), all contractors and subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of the Grant Agreement.

## **II-M Indemnification**

### **(a) General Indemnification**

To the extent permitted by law, the selected applicant(s) shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the selected applicant(s) in the performance of the Grant Agreement and that are attributable to the negligence or tortious acts of the selected applicant(s) or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

### **(b) Employee Indemnification**

In any and all claims against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the selected applicant(s) or any of its subcontractors, the indemnification obligation under the Grant Agreement shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the selected applicant(s) or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to

be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

(c) Patent/Copyright Infringement Indemnification

To the extent permitted by law, the selected applicant(s) shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service developed or supplied by the selected applicant(s) or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

The selected applicant's duty to indemnify pursuant to this section continues in full force and effect, notwithstanding the expiration or early cancellation of the Grant Agreement, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

## **II-N Cancellation**

The State may terminate the Grant Agreement without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

(a) Termination for Cause

In the event that selected applicant(s) breaches any of its material duties or obligations under the Grant Agreement or poses a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may terminate the Grant Agreement immediately in whole or in part, for cause, as of the date specified in the notice of termination. In the event that the Grant Agreement is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, selected applicant(s) shall be responsible for all costs incurred by the State in terminating the Grant Agreement, including but not limited to, State administrative costs, reasonable attorney's fees and court costs, and any reasonable additional costs the State may incur.

(b) Termination for Convenience

The State may terminate the Grant Agreement for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Grant

Agreement, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the services no longer practical or feasible. The State may terminate the Grant Agreement for its convenience, in whole or in part, by giving selected applicant(s) written notice at least thirty (30) days prior to the date of termination. If the State chooses to terminate this Grant Agreement in part, the budget shall be equitably adjusted to reflect those reductions.

(c) Non-Appropriation

Selected applicant(s) acknowledges that continuation of the Grant Agreement is subject to appropriation or availability of funds for the Grant Agreement. If funds to enable the State to effect continued payment under the Grant Agreement are not appropriated or otherwise made available (including the federal government suspending or halting the program or issuing directives preventing the State from continuing the program), the State shall have the right to terminate this Grant Agreement, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to selected applicant(s). The State shall give selected applicant(s) at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff). In the event of a termination under this section, the selected applicant(s) shall, unless otherwise directed by the State in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the Grant Agreement.

(d) Criminal Conviction

The State may terminate the Grant Agreement immediately and without further liability or penalty in the event selected applicant(s), an officer of selected applicant(s), or an owner of a 25% or greater share of selected applicant(s) is convicted of a criminal offense incident to the application for, or performance of, a State, public or private contract or subcontract or grant; convicted of a criminal offense, including any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon selected applicant's business integrity.

(e) Approvals Rescinded

The State may terminate the Grant Agreement without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. Termination may be in whole or in part and may be immediate as of the date of the written notice to selected applicant(s) or may be effective as of the date stated in such written notice.

## **II-O No State Employees or Legislators**

No member of the Legislature or Judiciary of the State of Michigan or any individual employed by the State shall be permitted to share in the Grant Agreement, or any benefit that arises from the Grant Agreement.

## **II-P Non-Discrimination**

In the performance of the Grant Agreement, selected applicant(s) agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Selected applicant(s) further agrees that every subcontract entered into for the performance of the Grant Agreement will contain a provision requiring non-discrimination in employment, as here specified, binding upon each subcontractor. This covenant is required pursuant to the Elliott Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.* and the Persons with Disabilities Civil Rights Act, 1976 PA 200, MCL 37.1101, *et seq.*, and any breach of this provision may be regarded as a material breach of the Grant Agreement.

## **II-Q Unfair Labor Practices**

Pursuant to 1980 PA 278, MCL 423.231, *et seq.*, the State shall not award a grant or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A selected applicant(s), in relation to the Grant Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 PA 278, MCL 423.324, the State may void any Grant Agreement if, subsequent to award of the Grant Agreement, the name of grantor as an employer or the name of the subcontractor, manufacturer or supplier of grantor appears in the register.

## **II-R Certification Regarding Debarment**

The selected applicant(s) certifies, by signature to the Grant Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Grant Agreement by any federal or State department or agency. If the selected applicant(s) is unable to certify to any portion of this statement, the selected applicant(s) shall attach an explanation to the Grant Agreement.

## **II-S Illegal Influence**

(a) The selected applicant(s) certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid nor will be paid, by or on behalf of the selected applicant(s), to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the selected applicant(s) shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The selected applicant(s) shall require that the language of this certification be included in the award documents for all grant or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Grant Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) The selected applicant(s) certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the selected applicant(s), to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

## **II-T Governing Law**

The Grant Agreement shall in all respects be governed by, and construed in accordance with, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

## **II-U Compliance with Laws**

Selected applicant shall comply with all applicable state, federal, and local laws and ordinances (“Applicable Laws”) in performing this Grant Agreement.

## **II-V Jurisdiction**

Any dispute arising from the Grant Agreement shall be resolved in the State of Michigan. With respect to any claim between the parties, selected applicant(s) consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

## **II-W Assignment**

Selected applicant(s) shall not have the right to assign the Grant Agreement, or to assign or delegate any of its duties or obligations under the Grant Agreement, to any other party (whether by operation of law or otherwise), without the prior written consent of the grantor. Any purported assignment in violation of this section shall be null and void.

## **II-X Entire Grant Agreement**

The Grant Agreement, including any Attachments, will constitute the entire Grant Agreement between the parties with respect to the grant and supersedes all prior Grant Agreements, whether written or oral, with respect to such subject matter.

## **II-Y Independent Contractor Relationship**

The relationship between the State and selected applicant(s) is that of client and independent Contractor. No agent, employee, or servant of selected applicant(s) or any of its Subcontractors shall be or shall be deemed to be an employee, agent or servant of the State for any reason. Selected applicant(s) will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of the Grant Agreement.

## **II-Z Conflicts**

In the event of a conflict between the terms of the Grant Agreement and any federal or state laws or regulations, the federal or state laws or regulations will supersede any contrary term contained in the Grant Agreement.

**PART III**  
**WORK STATEMENT**

**III-A Purpose**

The purpose of this grant is to provide both energy assistance to low-income customers confronted with energy shut-off, as well as preventative programs to reduce the number of customers experiencing energy shut-off. Low-income energy assistance grants will be available to nonprofit or public organizations that can provide assistance to multiple counties or populations of at least 500,000 people. Preference in awarding the grant(s) will be given to organizations with a proven record in distributing energy assistance to low-income residents, with an existing administrative structure that can handle additional distribution activities, and the ability to coordinate the provision of assistance with other service providers; however, applications from other nonprofit and public organizations will be considered. Grants may be used to serve additional clients under existing eligibility guidelines, increase the amount of assistance available to each eligible household, or revise existing eligibility guidelines to serve clients otherwise unable to obtain assistance through existing programs. The grant(s) will extend from the date of initial issuance of funds, anticipated to be October 2008, to July 31, 2009.

**III-B Problem Statement**

Compared with an estimated 6% for other households, low-income households (100% of poverty level) may spend 12% of their income on household energy bills; any increase in energy costs can have a significant impact. As Michigan's economic situation tightens, low-income households can face utility shut-offs for nonpayment of bills or the inability to purchase deliverable fuels. Existing funding to provide energy assistance has not increased consistent with the need, and existing assistance eligibility guidelines include only the most needy households.

**III-C Objectives**

- (a) Provide both energy assistance to low-income customers statewide confronted with energy shut-off, as well as preventative programs to reduce the number of customers experiencing energy shut-off by utility companies and deliverable fuels providers.
- (b) Supplement existing energy assistance programs, enabling the providing organizations to increase the level of assistance provided to clients, serve more clients at the existing assistance levels and under current eligibility guidelines, and/or expand the eligibility requirements to include low-income households not eligible under current eligibility guidelines.

- (c) Coordinate with other service providers to more efficiently serve the energy assistance needs of low-income clients.
- (d) Leverage other funds to provide low-income energy assistance.

### **III-D Tasks**

- (a) Coordinate promotion of availability of this low-income energy assistance program with other promotions and services currently being conducted by the grantee.
- (b) Determine if the client meets the eligibility requirements.
- (c) Provide assistance to eligible clients within the established timeline in accordance with the Grant Agreement.
- (d) Establish and implement quality assurance measures to ensure funds are used for the intended purpose.
- (e) Coordinate provision of energy assistance measures to clients with other service providers.
- (f) Provide energy assistance through the organization's existing administrative framework.
- (g) Provide progress reports and financial status reports with source documentation, to indicate the amount of funds expended in each line item category of the budget. At the close of the grant period a final report and financial status report with source documentation is required by August 15, 2009. For further details and due dates see Part IV, Section IV-B, Monitoring and Reporting Program Performance.
- (h) Evaluate the success of the program by providing details on how many clients were reached, eligibility requirements used, and amount of assistance provided.



## PART IV

### PROJECT CONTROL AND REPORTS

#### IV-A Project Control

- (a) The selected applicant(s) will carry out the project under review of the Grant Administrator. The Michigan Department of Labor & Economic Growth's Grant Administrator shall have final authority over the Agency/Grantee Agreement.
- (b) Along with continuous liaison with the selected applicant(s), the Grant Administrator will meet as needed with the selected applicant's contact person for the purpose of reviewing progress and providing necessary guidance to the selected applicant(s) in solving problems that arise.
- (c) Prior to executing any changes to the scope of the project and/or budget, the grantee must inform the Grant Administrator in writing outlining the proposed changes.

#### IV-B Monitoring and Reporting Program Performance

The selected applicant(s) will be required to assume responsibility for monitoring and reporting.

- (a) **Monitoring.** The selected applicant(s) shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.
- (b) **Progress Reports.** The selected applicant(s) shall submit one (1) copy to the Grant Administrator of the progress reports due the 15th of January and April, to be presented in the following format at a minimum:
  - (1) Name of selected applicant(s), grant number, and dates of current reporting period.
  - (2) Percent (%) completion of the project objectives.
    - (a) Include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
    - (b) (1) The number of households served; (2) the number of Temporary Assistance for Needy Families (TANF) eligible families served by the project (TANF eligible means low-income family and a related child, under age 18 or age 18 or 19 and a full time high school student expected to graduate before age 20 living with an adult caretaker or a pregnant woman living in the home); (3) average amount of assistance per household; and (4) number of clients served by county.

- (c) Actual budget expenditures compared to the budget in the Grant Agreement.
- (3) Noteworthy accomplishments.
- (4) Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.
- (5) Statement concerning any significant deviation from previously agreed-upon Work Statement, Part III.
- (c) **Financial Status Reports (FSR).** The selected applicant(s) shall submit one (1) signed and dated FSR to the Grant Administrator indicating the amount of funds expended in each line item category of the budget. Financial Status Reports are due the 15th of January and April.
  - (1) The FSRs shall be completed on Form #C-108 in MS Excel to be provided to selected applicant(s) electronically by the Commission staff.
  - (2) Indicate in box #6 "Progress Report."
  - (3) Attach source documentation as specified in Part II, Section II-G, Accounting.
  - (4) The expenditure of state funds shall be incurred within the grant period and reported by line item and compared to the budget.
  - (5) In-kind or matched fund expenditures must occur within the established timeline for this grant and must be supported by source documentation.
  - (6) An individual authorized by the organization must sign and date Form #C-108 (box #14).
- (d) **Final Report.** The selected applicant(s) will do the following:
  - (1) Submit four (4) draft copies of the final report by August 15, 2009 for review by the Grant Administrator.
  - (2) Upon receiving written approval from the Grant Administrator indicating completeness and factual accuracy of the report, the grantee shall submit four (4) final copies of the report to the Grant Administrator.
  - (3) The final report shall be presented in the following format, at a minimum:
    - (a) Name of selected applicant(s), grant number, and dates of final reporting period.
    - (b) Percent (%) completion of the project objectives.

- (c) A summary of the project implementation plan and any deviations from the original plan as proposed.
  - (d) Accomplishments and problems experienced while carrying out the project activities.
  - (e) Coordinated efforts with other organizations to complete the project.
  - (f) Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
  - (g) Financial expenditures of grant money and other contributions to the project, in-kind, matched funds, and/or direct funding.
  - (h) Any experience in applying the project products and anticipated “next steps.”
  - (i) Actual budget expenditures compared to the budget in the Grant Agreement.
  - (j) (1) The total number of households served; (2) the number of Temporary Assistance for Needy Families (TANF) eligible families served by the grant project (TANF eligible means low-income family and a related child, under age 18 or age 18 or 19 and a full time high school student expected to graduate before age 20 living with an adult caretaker or a pregnant woman living in the home); (3) average amount of assistance per household; and (4) number of clients served by county.
- (e) **Final Financial Status Report (FSR).** The selected applicant(s) shall submit one (1) signed and dated final FSR to the Grant Administrator indicating the amount of funds expended in each line item category of the budget along with the final report by August 15, 2009.
- (1) On Form #C-108, indicate in box #5 “Final.”
  - (2) Attach source documentation as specified in Part II, Section II-G, Accounting.
  - (3) The expenditure of state funds shall be incurred within the grant period and reported by line item and compared to the budget.
  - (4) In-kind or matched fund expenditures must occur within the established timeline for this grant and must be supported by source documentation.
  - (5) An individual authorized by the organization must sign and date Form #C-108 (box #14).

## PART V

### INFORMATION REQUIRED FROM APPLICANTS

**Grant proposals must be typed in a 12 point font with no more than 40 numbered pages (this count includes any cover page and/or attachments), double-spaced, single-sided, and must have an original signature. Binder clips are acceptable. No staples or fancy bindings.**

**Mail confirmation receipts are the responsibility of each organization. Proposals hand delivered to the Issuing Office shall be accompanied with a pre-printed receipt, provided by the applicant, indicating proposals were “Hand Delivered.” Applicant(s) must present the following information as outlined in the format below.**

#### **V-A Identification of Organization**

State the full name and address of the organization, the organization’s federal identification number, the telephone and fax number, and if applicable provide the names, addresses, electronic mail addresses and telephone numbers of person(s) that will perform, or assist in performing, the work hereunder.

#### **V-B Contact Person**

State the name of one (1) contact person, his/her telephone and fax number, and electronic mail address. The contact person *must* be authorized to be the negotiator for the proposed Grant Agreement with the State.

#### **V-C Statement of the Problem**

State in succinct terms the applicant's proposed method for addressing the problem presented by this RFP. Describe any significant obstacles the applicant has had meeting the needs of low-income clients either in providing energy assistance or other services.

#### **V-D Management Summary**

- (a) Describe the organization’s existing program(s) for assisting low-income households with heating assistance, including number of clients served, and number of TANF eligible families served by the project funds distributed, and current source(s) of funding.
- (b) Provide a plan for promoting the program within the established timeline.

- (c) Describe how the funding will be managed by the organization to accomplish set goals. Include in-kind, matched funds, as well as any administrative and indirect costs, if applicable.
- (d) Describe how the organization will coordinate with utility companies, deliverable fuel providers, and other assistance providers to accomplish set goals.
- (e) Describe quality assurance measures that will be taken to ensure that only eligible clients receive funds.
- (f) Describe “lessons learned” regarding administration and management of the program(s) funded by the grant in previous years.
- (g) Include an organizational chart for additional understanding of the management structure.
- (h) Indicate and justify the estimated number of staff that will spend time providing energy assistance and how staff will be trained and monitored.
- (i) Describe how the project will be evaluated to determine its impact on clients, the number of clients served by county, eligibility requirements, and the level of assistance provided.
- (j) Describe how the applications will be taken and eligibility will be determined.

#### **V-E Work Plan**

- (a) Indicate and justify the estimated number of staff that will spend time providing heating assistance to clients.
- (b) Explain how staff will be trained and monitored.
- (c) Describe how applications will be taken and low-income client eligibility will be determined and verified.
- (d) Explain how payments will be provided to the client.
- (e) Project the number of eligible low-income clients to be served and the geographic area to be covered.
- (f) Estimate the total amount of energy assistance payments and the average payment per client.
- (g) Provide a plan for reaching low-income clients within the established timeline.
- (h) Explain how this plan will be coordinated with other services offered by the applicant or other service agencies.

(i) Describe how the low-income energy assistance program will be evaluated to determine its impact on clients, the number of clients served by county, the demonstrated need for heating assistance within the organization's client base by county, eligibility requirements, and the level of heating assistance provided.

#### **V-F Prior Experience Disclosure**

Prior experience in providing heating assistance programs to low-income residents is important to the selection process. Proposals submitted should include:

- (a) A description of low-income heating assistance programs currently operated by the organization, number of clients served annually for the current year and for the previous five (5) years.
- (b) The amount of heating assistance provided by program for the current year and the previous five (5) years.
- (c) Current funding source(s) and the level of funding for the current year and the previous five (5) years and, to the extent possible, the number of clients unassisted due to: a) insufficient funding, and b) failure to meet eligibility requirements.
- (d) If applicant received a LIEEF grant for energy assistance programs in prior years, provide a summary of project accomplishments, including number of clients assisted to date, amount of heating assistance distributed, noteworthy accomplishments, and problems encountered in carrying out grant responsibilities and how the problems were resolved.

#### **V-G Personnel**

Applicants must be able to staff a project team that clearly possesses talent and experience in providing energy assistance to low-income residents. In the narrative, identify the authorized contact person and other key personnel to be *involved with this project*, by name, title, their role or responsibility, and their qualifications. Also, provide the Issuing Office with a resumé for each person listed on the budget and for persons under in-kind or matched funds.

If other organizations will be playing a role in assisting low-income residents in coordination with this grant, provide sufficient background information on them in order to give the Issuing Office a reasonable understanding of their qualifications.

#### **V-H Time Frame**

To assist in preparation of the proposal, the State contemplates the grant period will start in October 2008 and will end on July 31, 2009.

Applicants are required to provide a timeline for completing the planned activities and tasks for their grant project from October 2008 to July 31, 2009. A month-to-month format shall include, at a minimum:

- (a) the estimated number of clients to be served;
- (b) the estimated amount of funds to be spent for each client; and
- (c) the required dates for all reports due to the Issuing Office.

## **V-I Budget Considerations**

To enable the Issuing Office to evaluate all project costs, applicants shall submit a proposed budget *and* a corresponding budget narrative, in accordance with the format and timeline for this project.

The budget narrative must be detailed and must correspond to each line in the budget (refer to Appendix A). Numerals must be rounded to the whole dollar.

The grant will be paid out according to the grant payment schedule in Part I, Section I-P and/or any approved amendment to the budget.

Any changes in the budget made by selected applicants of less than 5% of the total line item amount will not require prior written approval, but grantee *must* provide written notice to the Grant Administrator prior to the budget changes being made.

Any changes in the budget made by selected applicants equal to or greater than 5% of the total line item amount will be allowed only upon *prior* review and written approval by the Grant Administrator. A formal Grant Amendment must be signed by both the grantor and grantee.

### **Budget Format**

The proposed budget shall display five (5) headings identified as the: # Line, Budget Line Items, MPSC Share, In-Kind **or** Matched Funds, and Total. The budget line items that need to be included, at a minimum, are listed below. Refer to the budget example in Appendix A.

- (a) **Personnel** – if applicable, include the name and salary for each staff position to be paid for by this grant, job title, anticipated number of hours to be worked, hourly rate, *basic* fringe benefits, if any, and totals for each position and a total for all personnel costs. Time sheets must be submitted and hours worked must be grant related.
- (b) **Supplies, Materials, & Equipment** – if applicable, specify unit(s) with unit costs.
- (c) **Contractual Services** – if applicable, must use competitive bidding selection; see Sub-section (h).

- (d) **In-State Travel** – if applicable, please specify; out-of-state travel is prohibited.
- (e) **Other Expenditures** – if applicable, please specify item(s) with costs.
- (f) **Direct Assistance** – estimate the number of clients to be served *and* the anticipated average assistance payment.
- (g) **Indirect Costs** – if applicable, please specify; indirect costs shall be based on a percentage of budget line items listed under the state share column only; carry-out to four (4) decimal places.
- (h) **TOTAL project amounts for each column.**

#### Additional Budget Information

- (a) At such time that proposals are approved by the Commission, modifications of proposals may be necessary. **Selected applicant(s) will be required to submit a revised proposal for the purpose of entering into a Grant Agreement. For those receiving less than requested in their proposals, the proportion of funds for direct assistance to indirect costs and overhead will remain the same as in their original request. New line items to the revised budget are not allowed.**
- (b) Selected applicant(s) assumes the responsibility for ensuring the grant project is performed within the established timeline.
- (c) Selected applicant(s) assumes the responsibility of ensuring all unexpended grant funds are returned to the State at the end of the grant period. Failure to do so may render the selected applicant(s) ineligible for future grant awards that may be available from the Low-Income and Energy Efficiency Fund.
- (d) If the selected applicant(s) does not expend all their grant funds by the end of the grant term, in-kind or matched funds *may be proportionately reduced, if necessary*. The adjustment for the reduction shall be calculated by determining the percentage of the grant not spent. The percentage of the grant that is unspent is the percentage to be used to reduce in-kind and/or matched funds. All specific line items identified under in-kind or matched funds must also identify anticipated source of contribution. In-kind or matched funds must be performed for this grant within the established timeline and must be supported by source documentation.
- (e) Indirect costs *must be proportionately reduced* during the grant period, and if the selected applicant(s) does not expend all their grant funds by the end of the grant term. The adjustment for the reduction shall be calculated by determining the percentage of the grant not spent. This percentage is the amount to be reduced from the indirect costs total. Indirect costs shall be based on a percentage of the budget line items listed under the State share column only. Indirect costs must be utilized for this grant within the established timeline.



(f) Provide details on other funds available to the applicant's organization that will be used directly for this grant project, or to cover administrative and overhead expenses, and the anticipated source of those funds.

(g) In-state travel rates may be obtained at [web.cis.state.mi.us/fast/travreg.htm/](http://web.cis.state.mi.us/fast/travreg.htm/). Meals and lodging must be supported by receipts and reason for travel. Mileage must be supported by travel logs with beginning and ending mileages, destination, and reason for travel.

(h) Competitive Bidding. Selected applicant(s) assumes responsibility to select subcontractors on a competitive basis, as follows:

(1) A minimum of three (3) bids must be received and must include, at a minimum:

(a) name of selected applicant(s), grant number, and grant period; and

(b) the type, number, and description of projects as described in the proposal.

(2) The subcontractor(s) shall mail a copy of their bid directly to: Lois Gruesbeck, Grant Administrator, Michigan Public Service Commission, Motor Carrier, Energy Grants & Information Division, 6545 Mercantile Way, Lansing, MI 48911.

(3) The selected applicant(s) must award the project to the lowest bid. A higher bid selection must have *prior* written approval by the Grant Administrator.

(4) When awarding subcontracts, the selected applicant(s) shall ensure that preference is given to products manufactured or services offered by Michigan-based firms.

## **V-J Additional Information and Comments**

Include in this section any other information that is believed to be pertinent, but not specifically requested elsewhere in this RFP.

PART VI

SELECTION CRITERIA

All proposals received shall be subject to an evaluation by the Issuing Office. The evaluation will be conducted to select an organization to perform the proposed grant project within the established timeline.

All proposals will receive an initial screening to ensure that the eligibility criteria are met. Proposals failing to meet the eligibility requirements described in Part I, Section I-B, will be rejected automatically. Proposals meeting the eligibility requirements will be evaluated according to the selection criteria below. Applicants may be asked to make oral presentations before a final decision is made.

Total points equal 100.

(a) **Experience of organization and project team (15 points):**

- (1) An existing structure for providing low-income energy assistance (8 points).
- (2) Access to clients (7 points).

(b) **Management summary (20 points):**

- (1) Project management and quality assurance measures (15 points).
- (2) Plan to evaluate the project (5 points).

(c) **Work plan (30 points):**

- (1) Projected number of clients that will be reached by the project and level of assistance provided (14 points).
- (2) Quality of plan to develop and implement the project (11 points).
- (3) Statewide coordination and geographic area covered (5 points).

(d) **Budget (35 points):**

- (1) Budget line items are reasonable and detailed as requested (18 points).
- (2) Ability to *minimize* administrative and overhead costs (12 points).
- (3) The ability to leverage additional funds (5 points).

## APPENDIX A (Low-Income Energy Assistance)

### V-I Budget Considerations

(Organization's Name)

Line #	Budget Line Items	MPSC Share	In-Kind or Matched (if applicable, choose one)	Total
1	<b>Personnel (if applicable)</b>			
2	Salary: Name, job title, hours x rate of pay	0	0	0
3	Basic Benefits: Associated with job title above. Be specific.	0	0	0
4	Total Salaries	0	0	0
5	Total Basic Benefits:	0	0	0
6	<b>Total Personnel:</b>	0	0	0
7	<b>Supplies, Materials, and Equipment (if applicable)</b>			
8	Name of item, number of units x cost/unit	0	0	0
9	<b>Total Supplies, Materials, and Equipment:</b>	0	0	0
10	<b>Contractual Services - Bid Out (if applicable)</b>			
10	<b>In narrative explain how bidding will be conducted</b>			
11	Name, job title, hours x rate of pay (In narrative describe service to be performed)	0	0	0
12	<b>Total Contractual Services-Bid Out:</b>	0	0	0
13	<b>In-State Travel (if applicable). Must use State of Michigan In-State Rates. In narrative provide reason for travel</b>			
14	Name and job title	0	0	0
15	Meals for this individual	0	0	0
16	Lodging for this individual	0	0	0
17	Mileage for this individual (\$.329 per mile)	0	0	0
18	<b>Total In-State Travel:</b>	0	0	0
19	<b>Other Expenses (if applicable)</b>			
19	<b>In narrative provide detailed explanations</b>			
20	Name of Item, number of units x cost/unit	0	0	0
21	<b>Total Other Expenses:</b>	0	0	0
22	<b>Direct Assistance</b>			
23	Estimated number of clients x anticipated average assistance payment	0	0	0
24	<b>Total Direct Assistance:</b>	0	0	0
25	<b>Indirect Costs (if applicable)</b>			
25	<b>Decimal percentage: . _ _ _ _</b>			
26	Name of Item (Utilities, Maintenance, etc.)	0	--	--
27	<b>Total Indirect Costs:</b>	0	--	--
28	<b>Total Project Costs:</b>	0	0	0